

In re Warehouse 86, LLCCase No. 08-03423

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,  
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.  
State whether lease is for nonresidential real property.  
State contract number of any government contract.

5 River Bend Pl., LLC  
5 River Bend Place  
Ste. D  
Flowood, MS 39232

Lease of Flowood, MS property for corporate offices located at 5 River Bend Place, Ste. D, Flowood, MS 39232. Property consists of 2 offices of approximately 294 sq. ft. The term of this lease begins 10/1/07 and expires 10/31/08. The rental amount is \$294.00 month.

ADP, Inc.  
One ADP Blvd  
Roseland, NJ 07068-1728

Employee Payroll Processing and Labor  
Timekeeping contract dated 6/9/2006.

American Covers, Inc.  
dba Handstands  
675 West 14600 South  
Bluffdale, UT 84065

Liquidation Agreement between American Covers, Inc. dba HandStands and Warehouse 86, LLC dated 1/28/08. The purpose of this agreement is to provide terms for W86 to liquidate merchandise for HandStands. The term of this agreement shall be for 90 days and is automatically renewable for 12 months unless either party terminates 30 days before the end of the term. Net revenue after auction related expenses shall be split 50/50 between HandStands and W86.

American Internatl Co.  
Specialty Workers Comp  
P O Box 409  
Parsippany, NJ 07054-0409

Worker's Compensation Insurance

Aon Innov. Solutions  
13922 Denver West Pkwy  
Golden, CO 80401

Product Purchase and Service Agreement dated 1/23/02 between Warehouse 86, LLC and Aon Innovative Solutions, Inc. The term of this agreement shall be for 1 year and is automatically renewable for 1 year unless either party terminates 60 days before the end of the term.

Audiovox Spec. Applic.  
53200 Marina Drive  
Elkhart, IN 46514

Liquidation Agreement between Audiovox Specialized Applications, LLC and Warehouse 86, LLC dated 9/16/08. The purpose of this agreement is to provide terms for W86 to liquidate merchandise for ASA. The term of this agreement is 12 months and is automatically renewable unless either party terminates 30 days before the end of the term. Net revenue after auction related expenses shall be split 50/50 between ASA and W86.

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<b>Baja Motorsports, LLC</b> 40602 North Hammond Ln Phoenix, AZ 85034	<b>Liquidation Agreement between Baja Motorsports, LLC and Warehouse 86, LLC dated 10/12/07.</b> The purpose of this agreement is to provide terms for W86 to liquidate merchandise for Baja. The term of this agreement shall be for 90 days and is automatically renewable for 12 months unless either party terminates 30 days before the end of the term. Net revenue after auction related expenses shall be split 50/50 between Baja and W86.
<b>Boyer BDO, L.C.</b> 90 South 400 W STE 200 Salt Lake Cit, UT 84101	<b>Lease of nonresidential Ogden, UT property located at 986 West 2nd St., Ogden, UT 84404, Building No. 12A, Bay No. 2 and a portion of Bay 1.</b> Building consists of 65,000 sq. ft. used for office and warehouse space. Lease began 11/1/06. Effective 3/1/07, Building 12A (330), Bay 1 (14,590 additional sq. ft.) and Bay 3 (44,590 sq. ft.) were added in a First Amendment to Lease Agreement. Effective 1/1/08, Building 12A (330), Bay 4 (44,590 sq. ft.) were added in a Second Amendment to Lease Agreement. Effective 9/30/08, a Partial Termination of Lease terminated the tenancy in Building 12A, Bay 4. This lease expires 1/31/10. Rent is \$33,800.37 per month.
<b>Brands on Sale</b> 16706 Edwards Rd. Cerritos, CA 90703	<b>Liquidation Agreement between BrandsonSale and Warehouse 86, LLC dated 3/4/08.</b> The purpose of this agreement is to provide terms for W86 to liquidate merchandise for BrandsonSale. The term of this agreement shall be for 6 months and is automatically renewable for 12 months unless either party terminates 30 days before the end of the term. Net revenue after auction related expenses shall be split 50/50 between BrandsonSale and W86.
<b>Cambridge Integ. Serv.</b> 31500 Solon Rd. Solon, OH 44139	<b>Disposition Agreement between Cambridge Integrated Services Group, Inc. and Warehouse 86, LLC dated 4/10/08.</b> The purpose of this agreement is to establish W86 as the National Return Center for a CISGI client, Virginia Surety Company and to provide terms for the disposition of certain items on behalf of VSC. The term shall be for one year from the date of the agreement and is automatically renewable unless either party terminates 60 days before the end of the term.

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<b>CH Enterprises</b> 4305 Harrison #6-323 Ogden, UT 84403	<b>Liquidation Agreement between CH Entertainment CH Enterprises and Warehouse 86, LLC dated 11/14/07. The purpose of this agreement is to provide terms for W86 to liquidate merchandise for CH Enterprises. The term of this agreement shall be for 90 days and is automatically renewable for 12 months unless either party terminates 30 days before the end of the term. Net revenue after auction related expenses shall be split 50/50 between CH Enterprises and W86.</b>
<b>ConnectShip, Inc.</b> 8282 S. Memorial Suite 400 Tulsa, OK 74133	<b>Software Update Subscription for required annual updates to ConnectShip software purchased in 2006.</b>
<b>DJW Enterprises Inc.</b> 26070 N. 72nd Drive Peoria, AZ 85383	<b>Software consulting agreement dated 9/15/2004 with a term of one year.</b>
<b>Global Crossing Tele.</b> 1120 Pittsford Victor Pittsford, NY 14534-3818	<b>Dedicated Internet Access Service Agreement dated 7/6/2005. The initial term of this agreement is two years, with automatic renewals of 12 months.</b>
<b>Memphis Recycling Serv</b> P O Box 88271 Chicago, IL 60680-1271	<b>Service Agreement between Warehouse 86 and Memphis Recycling Services dated 7/18/06. Purchase of one (1) Max Pax MP-60HD 15 HP for \$9,000.00 payable in monthly installments of \$287.64 per month for 36 months.</b>
<b>Mercantila, Inc.</b> 665 Chestnut St 2nd Fl San Francisco, CA 94133	<b>Liquidation Agreement between Mercantila, Inc. and Warehouse 86, LLC dated 9/14/07. The purpose of this agreement is to provide terms for W86 to liquidate merchandise for Mercantila. The term of this agreement shall be for 90 days and is automatically renewable for 12 months unless either party terminates 30 days before the end of the term. Net revenue after auction related expenses shall be split 50/50 between Mercantila and W86.</b>
<b>Merchandise Manu. Inc.</b> 6650 Caballero Blvd. Buena Park, CA 90620	<b>Liquidation Agreement between Merchandise Manufacturing Inc. and Warehouse 86, LLC dated 4/11/08. The purpose of this agreement is to provide terms for W86 to liquidate merchandise for MMI. The term of this agreement shall be for 6 months and is automatically renewable for 12 months unless either party terminates 30 days before the end of the term. Net revenue after auction related expenses shall be split 50/50 between MMI and W86.</b>

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<b>NAILCO GROUP</b> 23200 Haggerty Rd. Farmington, MI 48335	Liquidation Agreement between The NAILCO Group and Warehouse 86, LLC dated 4/20/08. The purpose of this agreement is to provide terms for W86 to liquidate merchandise for NAILCO. The term of this agreement shall be for 6 months and is automatically renewable for 12 months unless either party terminates 30 days before the end of the term. Net revenue after auction related expenses shall be split 50/50 between NAILCO and W86.
Overstock.com, Inc. 6350 S. 3000 East Salt Lake Cit, UT 84121	Liquidation Agreement between Overstock.com, Inc. and Warehouse 86, LLC dated 11/10/06. The purpose of this agreement is to provide terms for W86 to liquidate merchandise for Overstock. The term of this agreement is 3 years may be extended by mutual agreement of the parties for an additional 3 years unless Overstock terminates 90 days before the end of the 24th month. Net revenue after auction related expenses shall be split 60/40 with 60% going to Overstock and 40% to W86.
Phusion Software, Inc. 26300 Ford Road # 415 Dearborn Heig, MI 48127	Software consulting agreement dated 12/17/2007 with a term of one year.
Porche Financial Serv 4343 Commercial Ct. Ste. 300 Lisle, IL 60532	Lease of 2007 Porsche 911 between Warehouse 86, LLC and co-debtor, Ernest K. Strahan, III, and Porsche Financial Services beginning 12/2/06 for 48 months at \$1,398.00 per month.
RainWorx, Inc. 159 Pearl Street No. 1 Essex Junction Essex Junctio, VT 05452	Software Assignment Agreement
Teleshare Networks Ltd 9237 E Via de Ventura Scottsdale, AZ 85258	Lease agreement for server space and internet access in co-location facility in Phoenix, AZ dated 12/1/2005. Additionally, a Master Service Agreement for lease of Voice Over IP telephone system dated 12/20/2006. Term for this VOIP agreement is 3 years

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<b>Willow Lake Pro., LLC</b> <b>233 South Wacker Dr</b> <b>Ste. 350</b> <b>Chicago, IL 60606</b>	<b>Lease of nonresidential Memphis, TN property located at Corporate Park, 3865 Perkins Rd., Memphis, TN 38118. Lease is dated 5/22/08 covering 105,000 sq. ft. of office &amp; warehouse space. Lease expires 4/30/14. Current rent from 9/1/08 to 12/31/08 is \$0. Rent from 1/1/09-2/28/09 is \$41,752.08. Rent from 3/1/09-5/31/09 is \$49,067.99. Rent from 6/1/09 to 8/31/09 is \$56,383.90. Rent from 9/1/09 to 8/31/11 is \$63,699.99. Rent from 9/1/11 to 4/30/14 is \$65,595.83.</b>